

AN AGREEMENT BETWEEN  
THE LITTLE EGG HARBOR TOWNSHIP  
SUPPORT STAFF ASSOCIATION AND  
THE BOARD OF EDUCATION OF  
LITTLE EGG HARBOR TOWNSHIP  
COUNTY OF OCEAN NEW JERSEY  
2015-2018

## PREAMBLE

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, herein after called the “Board” and the Little Egg Harbor Support Staff Association, hereinafter called the “Association”.

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## ARTICLE I -RECOGNITION

### 1.01 UNIT

The Board hereby recognizes the Little Egg Harbor Township Support Staff Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following support groups, employed by the Board with the exception of those classified as confidential under law:

- Cafeteria Staff – full and part time
- Clerical Staff – full and part time
- Custodian staff –full time only
- Maintenance staff – full time only
- Paraprofessional staff – full time only
- Secretarial Staff– full and part time

**Excluded are the following:** Certificated staff, all supervisory personnel and confidential employees.

### 1.02 EMPLOYEE

Unless otherwise indicated, the term “employee” when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.

Effective this contract, employees previously referred to as “instructional aides” will be referred to as “paraprofessionals”.

### 1.03 AFFILIATION

The Little Egg Harbor Township Support Staff Association is affiliated with the OCCEA, the NJEA and the NEA.

## ***ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT***

### **2.01 DEADLINE DATE**

The Parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 et sec in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement.

Any agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

### **2.02 MODIFICATION**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **2.03 NEGOTIATION OF SUCCESSOR AGREEMENT**

In the event of the Public Employment Relations Commission or other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiations, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

### **2.04 GOOD FAITH**

It is understood by all parties that negotiations will be conducted in good faith.

## ***ARTICLE III - GRIEVANCE PROCEDURE***

### **3.01 DEFINITIONS**

#### **3.01(a) GRIEVANCE**

A grievance is a claim, involving terms and conditions of employment, by an Employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy or administrative decisions.



### 3.01(b) GRIEVANT

A grievant is the person, persons or the Association claiming a grievance.

### 3.01(c) PARTY OF INTEREST

A party of interest is the grievant, the Association, the Board and any person who might be required to take action in order to resolve the grievance.

### 3.02 PURPOSE

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

### 3.03 PROCEDURE

#### 3.03(a) TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement in writing.

#### 3.03(b) YEAR END GRIEVANCES

In the event a grievance is filed at such a time that it cannot be processed through all the levels by the end of the following school year, and could result in irreparable harm to a party of interest, the time limits set forth herein may be reduced with mutual consent so that the grievance procedures may be exhausted prior to the end of the school year, or as soon thereafter as is practical, when involving ten month employees.

#### 3.03(c) LEVEL ONE - Principal or Immediate Supervisor

An employee with a grievance may submit it within seven (7) school days of the date of the incident which gave rise to the grievance. The grievance must be submitted in writing to the grievant's principal or immediate supervisor either directly or through the Association designated representative, with the objective of resolving the grievance informally.

## ***ARTICLE III - GRIEVANCE PROCEDURE***

The submission will include:

- The specific provision(s) of this agreement, Board policy(ies) or administrative decision(s) which give rise to the grievance;
- The date the alleged grievance occurred;
- The nature and extent of the injury or loss;
- The relief or remedy sought.

### **3.03(d) LEVEL TWO – Superintendent of Schools**

If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response, or, if no response was received, within fourteen (14) calendar days of the date of the grievance filed at Level One. The Superintendent shall acknowledge receipt of the grievance, in writing, and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his/her decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.

### **3.03(e) LEVEL THREE – Board of Education**

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of the Level Two response or, if no response is received, within fourteen (14) calendar days of the date of the grievance filed at Level Two. The Board, a committee thereof, or its designees may conduct a hearing within thirty (30) calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) days of the date of the hearing.

### 3.04 RIGHT OF EMPLOYEES TO REPRESENTATION

A grievant may be represented at all stages of the procedure by him/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at Level Two and all subsequent levels.

### 3.05 REPRISALS

No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation or non-participation in any grievance.

### 3.06 MISCELLANEOUS

#### 3.06(a) WRITTEN DECISIONS

All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.

#### 3.06(b) SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### 3.06(c) GRIEVANCE FORMS

Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

## ***ARTICLE IV - EMPLOYEE RIGHTS***

### **4.01 STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any support staff association member such rights as she/he may have under New Jersey School Law, or other applicable law and regulations.

### **4.02 JUST CAUSE PROVISION**

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to grievance procedures herein set forth. The non-renewal of a limited term contract is not discipline under this clause and is not subject to the grievance procedure. The first ninety (90) days of employment is a probationary period during which an employee can be discharged at the employer's discretion and without recourse to the grievance procedure.

### **4.03 CRITICISM OF SUPPORT STAFF MEMBERS**

Any criticism by a supervisor, administrator, or Board member of a support staff association member and her/his duties shall be made in confidence and not in the presence of students, parents, other employees, or other public gatherings unless the support staff association member chooses to make such criticism public. This will not apply in cases of an emergency.

### **4.04 ASSOCIATION IDENTIFICATION**

No support staff association member shall be prevented from wearing standard or conventional pins, or other identification of membership in the Association or its affiliates.

### **4.05 POSTING OF POSITIONS**

New positions for which support staff association members may be qualified shall be conspicuously posted and members shall have the right to apply three (3) working days before they are advertised to the public.

#### 4.06 REDUCTION IN FORCE

Tenured Secretaries shall enjoy all the rights and privileges afforded under New Jersey statutes.

In the event of a reduction in force, tenured secretaries shall be unaffected until no non-tenured secretaries remain. If the reduction shall involve tenured secretaries, the Superintendent shall consider each secretary's service in district, performance, and potential value before making any staffing decisions. The names of all tenured secretaries who have been thus reduced shall remain on a district eligibility list for the remainder of the school year, or six months, whichever is greater, in the event a secretarial position opens.

In the event of a reduction in force of custodians, paraprofessionals, or cafeteria employees, consideration shall be given to years of service in the district and quality of evaluations. The Board retains the right to continue employment for the employees which it considers the best candidates for the remaining positions.

#### 4.07 BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- (a) To direct employees of the school district;
- (b) To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause, to suspend, demote, discharge or take other disciplinary action against employees;
- (c) To relieve employees from duty because of lack of work or other legitimate reasons;
- (d) To maintain the efficiency of the school district operations entrusted to them;
- (e) To determine the methods, means and personnel by which such operations are to be conducted;
- (f) To determine work schedules and to order overtime;
- (g) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### 4.07(a)

It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights and powers granted it by law.

#### 4.07(b)

The parties agree that the procedures outlined in the Agreement are binding to both parties.

#### 4.08 IDENTIFICATION BADGES

The Board of Education will also furnish identification badges for each employee. Support staff employees will be required to wear identification badges at all times.

### ***ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES***

#### 5.01 INFORMATION

The Board agrees to furnish to the Association, in response to reasonable request, available and non-confidential information concerning financial, educational, and personnel resources of the school district as reasonably needed to negotiate, investigate or process grievances on behalf of its members or other materials that affect terms and conditions of employment, free of charge.

Such requests shall be submitted to the Superintendent, in writing, on an appropriate form.

#### 5.02 RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any support staff employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay provided they are called by the Administration or the Board of Education.

### 5.03 USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Administrator is required for use of the building/facilities which shall not be unreasonably withheld.

### 5.04 USE OF SCHOOL EQUIPMENT

The Association and its representatives shall have the privilege to use the school facilities and equipment, including typewriters, fax machine, computers, copiers and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish all material and supplies incidental to such use.

### 5.05 BULLETIN BOARDS

The Association and its representatives shall have access to a bulletin board in each building for its exclusive use. Copies of all materials posted by the Association shall be transmitted to the building principal, but no approval shall be required for posting. Posted materials shall not be offensive to nor derogatory in nature toward the Board or its individual members, community members, administrative personnel, students or any individual or group of employees.

### 5.06 MAILBOXES

The Association and its representatives shall have the right to use intra-school mail facilities, including email and school mailboxes for Association business.

## ***ARTICLE VI – WORK YEAR/WORK DAY***

### 6.01 CALENDAR

The Association may communicate with the Board, in writing or in person, to present views on the school calendar prior to its adoption. Final approval shall rest in the hands of the Board.

## CUSTODIAN/MAINTENANCE SUPPORT STAFF – Work Year/Work Day

- A. The Custodian/Maintenance Support Staff of the Little Egg Harbor Twp. Support Staff Association will work five days a week, excluding Saturday and Sunday and designated holidays in accordance with the twelve month custodial/maintenance calendar.

The custodial/maintenance workday shall not exceed eight (8) hours, in which shall be included a duty-free half hour lunch and two (2) fifteen minute breaks during the time school is in session.

The custodial/maintenance calendar shall include the following paid holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter Monday
- Memorial Day

If the day before or after Christmas falls on a non-working day, additional time will be granted for a total of three days.

In the years when Independence Day/4<sup>th</sup> of July falls on a Tuesday, then Monday will be a paid non-working day; or, if it falls on a Thursday, then Friday will be a paid non-working day to provide a four day weekend.

Other holidays will be scheduled in recognition of, but not necessarily on the calendar days traditionally associated with, the following holidays: Columbus Day, Veterans' Day, President's Holiday (2 days). These "in recognition of" holidays will be scheduled adjacent to weekends.



Holiday schedules will be arranged for two (2) or three (3) full working days in each of the major holiday periods (Christmas & Spring) periods. Final determination of the scheduling of these days will be at the discretion of the Educational Facilities Manager.

## B. INCLEMENT WEATHER

When school is closed for snow days or other inclement weather, the custodial staff will report to work unless directed not to do so by the Superintendent or the Educational Facilities Manager. On such days, all custodian/maintenance employees will report for the day shift. Custodian/maintenance staff who do not report to work on such days will be charged a vacation or a personal day (if available), or will have the day deducted from their salary for that pay period if no vacation or personal time is available.

## C. OVERTIME

Overtime pay for any time worked over 40 hours per week will be at 1.5 base salary per hour. "Time worked over 40 hours per week" is defined to mean time actually worked, and does not include paid leave time, except in cases where an employee is called back to work for an emergency. Holidays are included as time worked. The work-week for overtime purposes commences at 12:01 a.m. on Sunday and ends at midnight Saturday.

Overtime will be rotated as follows:

1. There shall be an alphabetized list of custodians for each building
2. Employees can opt to be taken off the list by making a written request to the Facilities Manager, and can be put back on the list by another written request to the Facilities Manager
3. Employees not at work when overtime is offered will be skipped and automatically dropped to the bottom of the list
4. Recurring overtime, such as building checks and use of the building by outside groups on a regular basis, will be offered in blocks consisting of calendar months
5. If the overtime task requires a certain skill, or in an emergency, the administration can deviate from the rotation list
6. The administration can assign overtime if there are no acceptable volunteers
7. The administration can assign Head Custodians to overtime, as it deems appropriate

## ***ARTICLE VI – WORK YEAR/WORK DAY***

### **CAFETERIA SUPPORT STAFF – Work Year/Work Day**

The cafeteria support staff of the Little Egg Harbor Twp. Support Staff Association work year shall be one hundred eighty (180) workdays. Employees may be required to work up to five (5) additional workdays. Each employee shall be compensated for hours worked on such additional workdays at his/her regular hourly rate, or, at the discretion of the Superintendent, by an equal number of hours off, with pay, on days to be designated by the Board.

Each employee's regular work day, not including an unpaid meal break, shall not exceed eight (8) hours. The Board shall determine the specific workday for each cafeteria employee.

Employees shall be entitled to a fifteen (15) minute duty free lunch break each day.

Employees shall be required to sign in and sign out each day. Each employee's actual hours of work shall be recorded on the sign-in/sign-out sheets.

Hours not worked when employees are dismissed early, such as on student early dismissal days, may be used for staff meetings, and for training. Except in the case of sudden need, staff shall be informed of the specific dates and times of such training or meetings at least two or more weeks in advance. Such training and/or meetings may occur on, prior to, or after the day(s) when staff is to be dismissed early.

When an employee is directed to attend out of district training programs or workshops by the Superintendent or designee, he/she shall be paid his/her straight hourly rate commencing with sign in and ending with sign out at the program or workshop but not for more hours than preapproved by the Superintendent or designee. In the event such training or workshop is scheduled for a regular work day, however, the employee shall be guaranteed a minimum of a regular day's pay, but the employee may be required to perform regular work for the portion of the day that the training or workshop schedule permits.

## ***ARTICLE VI – WORK YEAR/WORK DAY***

### **OVERTIME**

Employees shall be entitled to time and one half payment after thirty-five (35) hours of work per week.

Compensation for Extra Functions: whenever a cafeteria employee is assigned by the district to perform cafeteria duties outside the hours of the regularly scheduled work day, including but not limited to evening and weekend functions, he/she shall be compensated at the following hourly rates:

\$25.00

If this assignment results in working more than forty (40) hours in one week, either the “extra function rate” or time-and-one half, whichever is the higher rate, will apply.

## **ARTICLE VI – WORK YEAR/WORK DAY**

### **CLERK – Work Year/Work Day**

The clerk work calendar shall parallel that of the student’s calendar.

The clerk work calendar shall consist of 180 days. Additional time requested by the Administration shall be paid at the hourly rate.

The full-time clerks’ workday shall not exceed eight (8) hours, in which shall be included a duty free lunch hour, sixty (60) minutes, during the time school is in session.

The part-time clerks’ workday shall not exceed four and one-half (4.5) hours.

Clerks shall not be required to attend evening conferences.

Afternoon attendance shall not be required on scheduled holiday early dismissal days. On scheduled non-holiday early dismissal days and on emergency early dismissal days, clerks will work their regularly scheduled hours, 4.5 hours or 8 hours.

Beginning September 1, 2015, Clerks shall be required to report to the September Staff First Orientation for mandated training for two and one-half (2.5) consecutive hours and will be compensated at their hourly rate.

#### PARAPROFESSIONAL – Work Year/Work Day

The paraprofessional work calendar shall parallel that of the student's calendar. When students are not in school, the paraprofessionals are not required to be in attendance.

The paraprofessional work calendar shall consist of 180 days. Additional time requested by the Administration shall be paid at the hourly rate.

Paraprofessionals shall not be required to attend evening conferences.

The workday for Paraprofessionals shall be six and one half continuous hours inclusive of an unpaid thirty (30) minute duty free lunch. In addition, Paraprofessionals shall be entitled to one (1) fifteen (15) minute break each day. On early dismissal, delayed opening and early dismissal in-service days Paraprofessionals shall be entitled to an unpaid fifteen (15) minute duty free lunch. On days a paraprofessional is on a class trip, the paraprofessional shall be paid for his/her thirty (30) minute lunch at his/her regularly scheduled pay rate.

Afternoon attendance shall not be required on scheduled holiday early dismissal days. On scheduled non-holiday early dismissal days and on emergency early dismissal days, paraprofessionals' attendance shall be the same as the students with the exception of the end of the school year.

Beginning September 1, 2015, Paraprofessionals shall be required to report to the September Staff First Day Orientation for mandated training for two and one-half (2.5) consecutive hours in lieu of staying the second to last early dismissal day (2.5 hours) at the end of the school year. Paraprofessionals shall be notified by August 1<sup>st</sup> of the start time of the training for the September Staff First Day Orientation. In the event that there are no early dismissal days scheduled at the end of the school year, paraprofessionals shall not be required to attend the September Staff First Day Orientation.

## ***ARTICLE VI – WORK YEAR/WORK DAY***

### **SECRETARIAL SUPPORT STAFF – Work Year/Work Day**

The secretarial support staff of the Little Egg Harbor Twp. Support Staff Association will work five days a week, excluding Saturday and Sunday and designated holidays in accordance with the twelve month school calendar adopted by the Board of Education.

The secretarial workday shall not exceed eight (8) hours, in which shall be included a duty-free lunch hour during the time school is in session. During the summer recess, the secretarial workday shall not exceed seven (7) hours in which shall be included a duty-free half hour lunch.

### **STIPENDS**

At the discretion of the Board of Education, a stipend may be offered for the position of Lead Secretary (one per building) as follows:

\$2,000 per year prorated based on hire/termination date

### **COMPENSATION AND PAY**

Compensation shall be granted for additional hours and/or days worked per the following:

Between 35 and 40 hours per week of work (not including lunch breaks), flex time will be granted on an hour for hour basis.

Flex time earned in May and June must be used by August 31. Otherwise, flex time must be used in the fiscal year it is earned. Flex time unused by these timelines is forfeited.

For over 40 hours per week of work (not including lunch breaks), time and one half of the staff member's hourly rate will be paid.

Any additional hours and/or days worked must be pre-approved by the appropriate supervisor, regardless of the type of compensation earned.

Substitute secretary coverage provided during the school year as well as during the summer months will be provided at the discretion of the building principal.

## ***ARTICLE VI – WORK YEAR/WORK DAY***

### **INCLEMENT WEATHER - All Support Staff excluding Custodian/Maintenance**

When school is closed for snow days or inclement weather, support staff will be called via the snow chain for closing. If school is closed for the students, neither secretarial, paraprofessionals nor cafeteria staff will be required to report to work and there will be no deduction in pay. The snow/inclement weather day will be made up when the students make up the snow day. In the event students do not have to make up the day, due to State exemption, the ten-month support staff will also be exempt from making up the day. This does not preclude delayed openings for students and staff.

## ***ARTICLE VII - SALARIES AND BENEFITS***

The salary guides and longevity tables are attached in APPENDIX A. There are separate salary guides for cafeteria, custodial, maintenance, paraprofessionals, clerks and secretarial groups.

The Board of Education agrees to pay the Support Staff employees annual increases as follows:

Effective July 1, 2015: 2%  
Effective July 1, 2016: 2.7%  
Effective July 1, 2017: 2.7%

### **7.01 METHOD OF PAYMENT**

Each support staff association member shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month (12 months of the fiscal year for 12 month employees; and, 10 months of the fiscal year for 10 month employees). Any 10 month employee who is hired to work July or August shall be paid on the 15<sup>th</sup> or 30<sup>th</sup> of those months, in accordance with the timesheet schedule.

#### **7.01 (a) PARAPROFESSIONALS' SUMMER PAY**

Paraprofessionals who are employed during the summer will be paid at the following hourly rate:

\$20.00

## 7.02 FRINGE BENEFITS

All benefits become effective upon the first day of the first month of employment with the Board. Coverage is for the employee and eligible dependents with the exception of disability insurance, which covers the employee only. Employees, 10 or 12 month, must work twenty-five (25) hours or more per week to receive health benefits.

- (a) Medical Insurance: The Board of Education will assume 100% of the cost of insurance premiums for coverage under HORIZON BLUE CROSS/BLUE SHIELD (effective Aug 2006), or equivalent, including major medical, or the equivalent. The base health insurance plan will be Direct Access. Employees who wish to maintain Traditional coverage may do so and will pay the difference in the premium costs through payroll deductions. Employees with an employment start date after June 30, 2009 must enroll in Direct Access. The Board reserves the right to elect to switch health and/or Prescription card insurance, provided such coverage is equal to or better than that which currently exists. If there is a mandatory second opinion required for certain surgical procedures by the insurance carrier, these mandatory second opinions shall be covered under the insurance policy. Additional coverage upgrades (if available) may be purchased at the employee's expense. All eligible staff are entitled to Family Medical Coverage and full family prescription coverage at no additional charge.
- (b) Eligible Association members shall contribute the Tier 4 amount set forth by P.L.2011, Chapter 78 from September 1, 2015 until June 30, 2016.
- (c) Beginning September 1, 2016 until June 30, 2018, eligible Association members' contribution rate shall remain frozen at the fixed dollar amount being paid by the employee on June 30, 2016. New employees shall contribute at the amount listed on Year 4 of the phase-in for employees, in accordance with P.L. 2011, Chapter 78.
- (d) In the event a new law concerning the health benefits contributions is passed before June 30, 2018, the association agrees to meet with the Board to discuss the impact of the new law on employee contributions.

## **ARTICLE VII – SALARIES AND BENEFITS**

- (e) **Mandatory Generic:** The prescription drug co-pays will be \$3.00 generic/\$10.00 name-brand. Generic drugs must be utilized if available, unless a physician orders otherwise and documents in writing the reason(s) the name-brand is medically necessary.
- (f) **Dental Insurance:** For the life of this agreement the Board shall pay 100% of the premiums required for the enrollment of an employee and his/her eligible dependents in the district's dental insurance program.
- (g) **Disability Insurance:** The Board shall pay 100% of the premiums required for the enrollment of the employee in a disability insurance program. Additional coverage upgrades (if available) may be purchased at the employee's expense.
- (h) **Optical Reimbursement (Cafeteria Only):** Cafeteria employees shall be entitled to reimbursement of up to \$100 every two years for optical expenditures, if this amount is not available in their health plan. Presentation of an acceptable receipt is required.
- (i) **Section 125:** The Board will pay employees who waive their medical insurance up to 25% of the waived premium, according to state law. Employees must show proof of alternative coverage in order to waive. Employees will be paid one-half of the waiver payment in December and one-half in June. The payment will be based on the premium in effect in July of the fiscal year in which the waiver occurs. A Section 125 account will be established to protect the non-taxable status of insurance for those who do not waive insurance. Employees shall waive coverage for the entire school year and may re-enroll during any open enrollment period, or immediately upon losing their alternative coverage, in which case their waiver payment will be prorated. A minimum of twenty five (25) persons district-wide must waive insurance in order for this paragraph to be implemented.

### **7.03 TRAVEL EXPENSES**

If the Board or an administrator sends an association support staff member on official school business or professional development out of the district during, before or after regular school hours, said support staff member shall be reimbursed for transportation (if own vehicle is used), plus tolls and parking, if required. According to Board of



Education policy and statute, reimbursement of tolls and parking require presentation of appropriate receipts.

#### 7.04 CLOTHING ALLOWANCE (Cafeteria, Custodian, Maintenance)

The Board will provide each custodian/maintenance employee five (5) long or short sleeve shirts per year and one sweatshirt (pullover or zipper). The Board will also reimburse each custodian/maintenance employee up to \$400 per school year for the purchase of safety toe shoes, dark to medium blue trousers (Dickie style), a winter coat, outdoor sweatshirt (e.g. Carhart), gloves, hats, and rain boots. Shorts may be worn from May 1<sup>st</sup> through October 1<sup>st</sup>, but must be comparable of style and workplace quality (no cutoffs or running shorts). Custodial/Maintenance employees shall be allowed to report to work in jeans; however, jeans will not be paid for by the clothing allowance reimbursement.

Cafeteria employees shall be required to wear uniforms. The official uniform shall meet the approval of the Board and shall include white or black shoes. Employees shall be entitled to a reimbursement for the purchase of Board of Education approved clothing up to:

\$400

#### 7.05 TUITION REIMBURSEMENT, LICENSING AND CERTIFICATION

##### CUSTODIAN/MAINTENANCE SUPPORT STAFF

All custodian/maintenance personnel are considered essential personnel. All essential personnel will be eligible to receive a stipend of \$600 in year 1, \$700 in year 2, and \$700 in year 3. Overtime will be paid for time outside of regular hours and double time for Sundays. In order to receive the stipend, all essential personnel must report for all inclement days and situations as determined by the Superintendent. If calling out sick, a doctor's note is required. No personal days or vacation days can be used during an essential personnel situation. Essential personnel shall receive their payment with their June 30<sup>th</sup> check.

Each custodian/maintenance employee shall be reimbursed 75% of the tuition for college courses, seminars, workshops, certifications, re-certifications and professional development approved by the Superintendent, to a maximum of \$500, upon successful completion of same.

## PARAPROFESSIONALS SUPPORT STAFF

The Board shall establish a tuition reimbursement fund of \$10,000 for each year covered by this agreement. Each paraprofessional shall be reimbursed for 75% of the tuition for college courses, seminars and workshops, approved by the Superintendent, to a maximum of \$800, upon successful completion of same. Paraprofessionals may be eligible for additional reimbursement, if on June 30, there remains an unexpected balance in the fund. In that event, remaining funds will be distributed equally among the applicants, but shall in no case exceed the actual uncompensated tuition expenses to the applicant. Approval by the board is required prior to registration for said college course, seminar or workshops.

Paraprofessionals shall have their hourly rate improved by ten cents (\$.10) per hour for successful completion ("C" or better) of each three (3) credits of approved college courses attained after September 2003.

All paraprofessionals who attend CPI training will be compensated at their hourly rate.

## SECRETARIAL SUPPORT STAFF

The Board will provide \$400 per contracted secretary/clerk in the budget each year to cover the cost of attending seminars, courses or workshops. The Board will reimburse half tuition for college courses, seminars and workshops in secretarial fields, and/or education, business administration or computers if approved by the Board on request and a "B" average is maintained (where a grade is given). Approval by the board is required prior to registration for said course, workshop or seminar.

Completion of forty-five (45) approved and documented hours of professional growth will result in cumulative improvement of an individual's salary by \$100. Secretaries will earn credit hours for:

- Workshops approved by Superintendent for credit hours;
- In-services;
- Special arranged training;
- College or evening classes;
- State training (job related).

Classroom hours documented may be granted in full or partially at the discretion of the Superintendent as deemed pertinent to secretaries' job/duties. However, workshop credit hours shall be equal to the time spent in training (i.e. 7 hour workshop = 7 credit hours).

## 7.06 RETIREMENT

Any support staff member who notifies the Board in writing on or before January 2 of any year of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. For every day of accumulated unused sick leave, the support staff employee shall be paid at the per diem rate in existence in the year of retirement. There shall be no minimum number of accrued days necessary for this compensation. This compensation schedule is mutually agreeable between the Support Staff Association and the Superintendent of Schools and will remain in effect for the life of this contract.

Any support staff member hired after May 21, 2010 will be capped for unused sick leave at \$15,000 as per P.L. 2010, Chapter 3.

## 7.07 PROFESSIONAL DEVELOPMENT/IN-SERVICE DAYS

On the days when the district is engaged in in-service, programs may be provided for twelve (12) month support staff that apply to their in-school duties, or to fulfill state training requirements.

On the days when district in-service is being held, the Superintendent shall provide time, in consultation with the Association president, for all members of the Association to meet to discuss issues which relate to the Association, its members, and/or terms and conditions of employment of Association members.

## 7.08 LONGEVITY

In addition to salary compensation, support staff employees shall be entitled to longevity payment in recognition of years of service in the district. Longevity amounts shall be added to the base salary for all support staff employees.

Longevity payments shall start with the first pay of the fiscal year in which the anniversary occurs.

## TWELVE MONTH STAFF (Custodian/Maintenance and Secretarial Groups)

5 – 9 years	\$325
10 – 14 years.....	\$575
15 – 19 years.....	\$825
20 + years	\$1,075
25 years	\$1,575
Each year beyond 25 add \$175	

Longevity payments shall start with the first pay of the following fiscal year the anniversary occurs.

## CLERKS

5 – 9 years	\$325
10 – 14 years.....	\$575
15 – 19 years.....	\$825
20 + years	\$1,075
25 years	\$1,575
Each year beyond 25 add \$100	

## TEN MONTH STAFF (Cafeteria and Paraprofessionals)

After 5 years .....	\$500
After 10 years .....	\$750
After 15 years....	\$1,000
After 20 years....	\$1,250
After 25 years....	\$1,750
26 + years...	\$100 more per year

## 7.9 VACATION DAYS (TWELVE MONTH EMPLOYEES ONLY)

### CUSTODIAN/MAINTENANCE SUPPORT STAFF

Employees with more than two (2) weeks of annual vacation time shall not take more than two (2) weeks consecutively during the summer vacation period without the approval of the Educational Facilities Manager. The scheduling of more than two (2) vacation periods shall be at the discretion of the Educational Facilities Manager. Vacation time unused by the end of the fiscal year shall not be accumulative; however, any custodial/maintenance person may receive up to five (5) unused vacation days and three (3) unused personal days and two (2) non-accumulative sick days at his/her per diem rate at the conclusion of the fiscal year.

Vacation and personal time will not be denied without cause. Approval will be granted as expeditiously as possible.

Vacation days will be earned as follows:

Less than one year – one day per month, not to exceed eleven (11) days

After one year – 11 days

After five years – 16 days

After ten years – 21 days

### SECRETARIAL SUPPORT STAFF

With the approval of the Superintendent, vacation time may be used during the school year. Vacation days not utilized in the year in which they were earned may be rolled over for subsequent use in the following school year up to a limit of one half of the days earned. There will be a cap on the amount of unused vacation days that can be accumulated of ten (10) days. Special circumstances must be submitted to the Superintendent for approval.

Vacation days will be earned as follows:

Less than one year – one day per month, not to exceed eleven (11) days

After one year – 11 days

After two years – 16 days (for all currently employed secretarial Staff)

After five years – 16 days (for secretarial staff hired after 11/30/06)

After ten years – 21 days

## 7.10 BENEFIT ENTITLEMENT

### FULL AND PART TIME SUPPORT STAFF EMPLOYEES (12 Month)

Days worked	1	2	3	4	5	
Personal Days	2	2	3	4	5	(5 <sup>th</sup> is non-cumulative)
Sick Days	2	4	6	8	12 +2	(+2 is non-cumulative)

7.2 All support staff employee personal day/days requests that fall on the day before or after a holiday shall be submitted to the Superintendent 10 school days in advance of the requested day/days off. It is at the discretion of the Superintendent to approve the request as he/she deems necessary to prevent staffing issues.

## ***ARTICLE VIII - EVALUATION***

### 8.01 EVALUATION

Each Support Staff Employee shall be evaluated annually by the Superintendent or his/her designee. All monitoring or observation of the work performance of any support staff employee shall be conducted in the open with full knowledge of the employee.

The employee shall be given a copy of any observation or evaluation report prepared by the Superintendent or his/her designee. No such report shall be placed in the employee's file or otherwise acted upon without the employee having the opportunity of a conference on the evaluation. No employee shall be required to sign a blank or incomplete evaluation form. The employee may add appropriate comments, responses, or clarifications to the evaluation.

### 8.02 PERSONNEL FILE RECORDS

- (a) File – An employee shall have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and if, in fact, they are otherwise inappropriate or obsolete, they shall be destroyed. Disputes over retention of said documents may be processed in accordance with Title 18A:6-9.

(b) Derogatory Material – No material derogatory to an employee’s conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

(c) No Separate File – Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

## ***ARTICLE IX - RULES AND REGULATIONS GOVERNING LEAVES OF ABSENCE, ILLNESS AND OTHER REASONS***

### **9.01 SICK LEAVE**

#### **(a) Sick Leave, Minimum Allowances, Accumulating Unused Leave**

Twelve month employees shall be entitled to twelve (12) accumulative and two (2) non- accumulative sick days per year with no loss of pay. Ten month employees shall be entitled to ten (10) accumulative and two (2) non-accumulative sick days per year with no loss of pay. The two (2) non-accumulative days shall be used only after the twelve/ten (12/10) accumulative days have been exhausted each year. Unused accumulative sick days shall accrue from year to year.

#### **(b) Physician’s Certificate**

In case of sick leave claimed, a Board of Education may require a physician’s certificate to be filed with the Secretary of the Board of Education.

(c) Sick Leave Defined

Sick leave is hereby defined to mean the absence from his/her post of duty, of any such person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his/her immediate household.

(d) Prolonged Absence beyond Sick Leave Period (N.J.S.A. 18A:30-6)

When absence, under the circumstances described in section 9.01 (a) of this article, exceeds the annual sick leave and accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/240 for 12 month employees, or 1/200 for 10 month employees of annual salary.

(e) Salary in cases of Absences not constituting sick leave, additional sick leave or accumulation of sick leave.

Nothing in this act shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act; or allowing days to accumulate over and above those provided for in section 18A:30-2 except that no person shall be allowed to increase total accumulation by more than twelve days in one year for 12 month employees, or ten days in one year for 10 month employees.

(f) Bonus for Non Use of Paid Leave

Any employee who does not utilize any of his/her annual paid sick days shall receive Two Hundred and Fifty (\$250) at the conclusion of the school year.

## 9.02 EMERGENCY AND PERSONAL DAYS

All Support Staff employees will be given five (5) personal days, (three (3) regular personal and two (2) non-accumulative). Employees may buy back three (3) – 2 non-accumulative and 1 regular personal day in each contracted year.



9.03 FAMILY LEAVE: Language reflective of the Family Leave Insurance Act.

#### 9.04 FAMILY ILLNESS

Support staff employees will be granted up to three (3) days for ten (10) month staff, and four days (4) for twelve (12) month staff of family illness days for spouse, children, parents and spouse's parents in each contract year.

#### 9.05 MATERNITY/CHILD CARE LEAVE

The Board will grant a leave of absence to any employee, who, for reasons of disability, including but not limited to maternity, is unable adequately to perform his/her duties, upon the following conditions and limitations:

\*said leave shall commence when the employee becomes unable to adequately perform his/her duties provided that in the case of maternity, impending operation or similarly predictable disability, commencement shall be scheduled by agreement with the Superintendent.

\*said leave is not to exceed more than twelve (12) months from the commencement of the leave;

\* No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

\*The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue her duties, or if in the opinion of the Superintendent the performance of the employee is materially and adversely affected thereby.

\*The employee receiving said leave shall notify the Board ninety (90) days prior to his/her return subject to the employee's ability to perform prescribed duties.

## ***ARTICLE IX - RULES AND REGULATIONS GOVERNING LEAVES OF ABSENCE, ILLNESS AND OTHER REASONS***

### **9.06 BEREAVEMENT**

In the case of death in any support staff member's family or spouse's family, the employee shall be excused for four (4) days without loss of salary. Family is defined to mean any relative residing in the immediate household, spouse, parents, children, grandparents, grandchildren and siblings.

Proof of bereavement (newspaper notice or card distributed at funeral home) shall be submitted to the Administration office upon return to work.

### **9.07 JURY DUTY**

Support staff employees shall receive their regular pay for each day of jury duty served, with no deduction.

### **9.08 COURT**

In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made, provided that the subpoena is filed with the Superintendent. Court appearance leave requests must prove the subpoena requires absence during staff member's work hours.

### **9.09 MILITARY LEAVE**

Each employee shall be eligible for unpaid leave of absence for military leave pursuant to statute. Employees may request continuation of benefits from the Board during their military leave.

### **9.10 OTHER LEAVES**

Nothing shall prohibit the Board of Education from granting other leaves, paid or unpaid, for what it considers good and sufficient reason.

### **9.11 LESS THAN 5 DAYS PER WEEK EMPLOYEES:**

Paid temporary leave for employees scheduled to work less than five (5) days per week shall be prorated.

## ***ARTICLE X - MISCELLANEOUS PROVISIONS***

### **10.01 CONTINUATION OF BENEFITS CLAUSE**

In the event this Agreement is not renewed, an Agreement to continue benefits will be drawn up between the Board and those employees who return to work. This continuance of benefits agreement would remain in force until such time as a new contract is signed upon.

### **10.02 ENTIRE UNDERSTANDING**

This agreement incorporates the entire understanding of the parties on all matters which were or could be subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

### **10.03 MODIFICATION TERMS**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

### **10.04 LAW TERMS**

If any provisions of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions of applications shall continue in full force and effect.

### **10.05 EXCLUSIVE**

For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Support Staff Association over matters relating to terms and conditions of employment of employees in this unit.

## 10.06 COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced and distributed within thirty (30) days of its signing by the president of the Little Egg Harbor Township Support Staff Association and the president of the Little Egg Harbor Township Board of Education. The cost of reproduction shall be borne by the Board.

## 10.07 NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by delivery, in writing, at the following addresses:

- (a) If by Association to Board – 307 Frog Pond Road, Little Egg Harbor, NJ 08087;
- (b) If by Board to Association - dependent upon the school where the Association President is assigned.

## ***ARTICLE XI - REPRESENTATION FEE***

### 11.01 PURPOSE OF FEE

If a support staff employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said support staff employee will be required to pay a representation fee to the Association in lieu of dues for services rendered by the Association. Said representation fee shall be 85% of the annual dues for full time support staff employees or prorated share of the 85% for part-time support staff employees.

### 11.02 AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and the assessment charged by the Association to its own members for that membership year. Said fees shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

### 11.03 NOTIFICATION

Once, during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those support staff employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such support staff employees, in accordance with Section 11.04 below, the full amount of the representation fee and promptly transmit the amount as deducted to the Association.

### 11.04 PAYROLL DEDUCTION SCHEDULE

Upon written notification from the Association that it has adopted and implemented a “demand and return” system, the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each support staff employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after the receipt of the aforesaid list by the Board, unless the employee previously served in a bargaining unit position and continued in a non-bargaining unit position, or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the individual’s employment in a bargaining unit position.

### 11.05 TERMINATION OF EMPLOYMENT

If the employment of a support staff employee who is required to pay a representation fee is terminated before the Association has received the amount of the representation fee (prorated for the membership year in question) to which it is entitled under this article, the Board will deduct the unpaid portion of the same from the last paycheck paid to said support staff employee.

### 11.06 MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees, and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

#### 11.07 CHANGES

The Association will notify the Board, in writing, of any changes in the list provided for in Section 11.03 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

#### 11.08 DEFINITION

The definition of the phrase “support staff employee” as used in this Article shall be defined in Article I of this current contract.

#### 11.09 SAVE HARMLESS CLAUSE

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this Article.

**UNDERSTANDING OF PARTIES  
&  
DURATION OF AGREEMENT**

**12.01 UNDERSTANDING OF PARTIES**

The negotiating teams of Little Egg Harbor Board of Education and the Little Egg Harbor Township Support Staff Association agree that this is the final package to be presented for ratification by the Board and the Association. Both parties have bargained in good faith.


**12.02 DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon, all on the day and year first above written.


LITTLE EGG HARBOR TWP  
SUPPORT STAFF ASSOCIATION

  
President

  
Secretary

LITTLE EGG HARBOR TWP  
BOARD OF EDUCATION

  
President

  
Secretary